

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

13 CV 1059

ZIM AMERICAN INTEGRATED SHIPPING
SERVICES COMPANY, INC.,

Plaintiff,

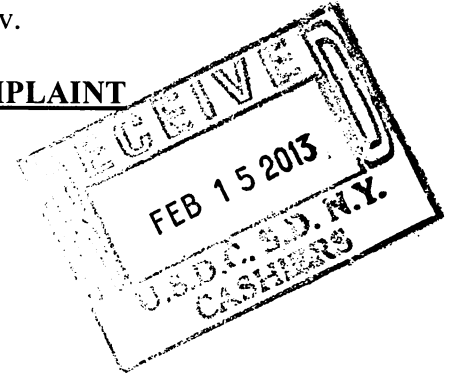
-against-

WORLDWIDE RECYCLING INC.,

Defendant.

13 Civ.

COMPLAINT



Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES COMPANY, INC.,
by its undersigned attorneys, as and for its complaint against defendant WORLDWIDE
RECYCLING INC. alleges as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.

2. Pursuant to the agreement between Plaintiff and Defendant, the District Court for the Southern District of New York is the proper forum for disputes arising thereunder.

3. Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES COMPANY, INC., is, and at all relevant times was, a corporation incorporated under the laws of the State of New York with a principal place of business at 1110 South Avenue, Staten Island, New York.

4. Upon information and belief, Defendant WORLDWIDE RECYCLING INC. is, and at all relevant times was, a corporation incorporated under the laws of the State of Texas at 2130 Bingle Rd., Houston, Texas.

5. For the benefit of Defendant, Plaintiff provided and/or arranged transportation and related work, materials, labor and/or services at an agreed upon price pursuant to agreements

set forth, and incorporated by reference, in Plaintiff's ocean bills of lading ZIMUORF252536, ZIMUORF254584, and ZIMUORF254771 (the "Bills of Lading").

6. Defendant was the shipper on each of the Bills of Lading.

7. Defendant owes Plaintiff a total of \$6,326.65 in connection with the transportation and related work, materials, labor and/or services provided and/or arranged by Plaintiff in connection with the Bills of Lading.

8. Plaintiff brings this action on its own behalf and as agent for Zim Integrated Shipping Services Ltd. and/or any other party with an interest in the subject matter hereof and has fulfilled all conditions precedent.

FIRST CLAIM

9. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 8 hereof.

10. Defendant is, and at all relevant times, was contractually obligated to pay for the transportation and related work, materials, labor and/or services provided and/or arranged by Plaintiff in connection with the aforementioned Bills of Lading.

11. Defendant has failed and refused to pay as agreed for the aforementioned transportation and related work, materials, labor and/or services provided and/or arranged by Plaintiff.

12. Plaintiff has duly performed all of its contractual duties and obligations.

13. By reason of Defendant's breach of contract, Defendant is liable to Plaintiff in the amount of \$6,326.65, plus interest, attorneys' fees and costs.

SECOND CLAIM

14. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 13

hereof.

15. Upon information and belief, Defendant received and retained a statement of account and the aforementioned Bills of Lading without objection.

16. Upon information and belief, Defendant had an account stated with Plaintiff.

17. By reason of the foregoing, Defendant is liable to Plaintiff in the amount of \$6,326.65, plus interest, attorneys' fees and costs.

THIRD CLAIM

18. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 17 hereof.

19. Plaintiff provided valuable work, labor, materials and services for the benefit of Defendant in connection with the aforementioned Bills of Lading.

20. Defendant was unjustly enriched by its failure and refusal to pay as agreed for such work, labor, materials and services.

21. By reason of the foregoing, Defendant is liable to Plaintiff in the amount of \$6,326.65, plus interest, attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment:

(1) on its First Claim, against defendant WORLDWIDE RECYCLING INC. in an amount in excess of \$6,326.65, plus interest, attorneys' fees and costs;

(2) on its Second Claim, against defendant WORLDWIDE RECYCLING INC. in an amount in excess of \$6,326.65, plus interest, attorneys' fees and costs;

(3) on its Third Claim, against defendant WORLDWIDE RECYCLING INC. in an amount in excess of \$6,326.65, plus interest, attorneys' fees and costs; and,

(4) for the costs and disbursements, including reasonable attorneys fees, of this action,

and such other and further relief as the Court may deem just and proper.

Dated: New York, New York
February 11, 2013

THE LAW OFFICES OF MARK MCKEW, PLLC
Attorneys for Plaintiff

By:  _____

Mark L. McKew
1725 York Ave., Suite 29A
New York, New York 10128
Email: mmckew@mckewnylaw.com
Tel: (212) 876-6783
Fax: (646) 478-9090